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GEN/8663

AGREEMENT

between the

SUPERINTENDENT OF SCHOOLS

and the

**WALTON EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION**

July 1, 2007 through June 30, 2011

RECEIVED

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

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PREAMBLE

- A. The Board of Education of the Walton Central School District, and the Walton Educational Support Personnel Association recognize that the highest quality of education, consistent with community, state and federal resources, is a common responsibility. Relationships must, therefore, be established which are based on this goal and on this concept of education as a public trust.
- B. It is also recognized that the best efforts of both teaching and non-teaching employees must be merged to achieve a high quality of education.
- C. All parties concerned recognize that the best interest of public education will be served by establishing procedures to provide an orderly method for the Chief School Officer and representatives of the Association to negotiate with respect to salaries, hours and conditions of employment and to seek a mutually satisfactory Agreement on these matters.

ARTICLE I - RECOGNITION

- A. The Board of Education of the Walton Central School District, having determined that the Walton Educational Support Personnel Association is supported by a majority of the non-teaching personnel (excepting the Head Custodian, School Lunch Manager, Transportation Supervisor, Superintendent of Buildings & Grounds, Bus Drivers and Confidential Employees) hereby recognizes the Walton Educational Support Personnel Association as the exclusive negotiating agent for all employees in said unit. Such recognition shall extend for the term of this Agreement and successive extensions thereto.
- B. The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to salaries, hours and conditions of employment.
- C. The Chief School Officer agrees not to negotiate with any other non-teaching association other than the Association covered above for the duration of this Agreement.
- D. The Association agrees not to strike during the same period.

ARTICLE II - NEGOTIATION PROCEDURE

- A. Neither party in any negotiations shall have any control over the selection of the representatives of the other party and each party may select its representatives from within or outside the School District. While no final Agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will be clothed with all the necessary power and authority to make proposals, consider proposals and reach compromise in the course of negotiations.

- B. Before the Board knowingly adopts a change in policy not covered in this Agreement but which affects the non-teaching employees' terms or conditions of employment, the Chief School Officer will notify the Association in writing that it is considering such a change.

ARTICLE III - SALARY SCHEDULES, OVERTIME, TERMINATION & VACANCY NOTICES

- A. Employees may be given credit for prior experience or extra schooling and placed at an advanced salary at the discretion of the Board.

B. Snow Days

1. Aides, Cafeteria, Custodial and Transportation/Garage Departments

When school is closed for a snow day, no employee shall be expected to work, except as long as needed to clear snow or meet work deadlines as directed by the employee's supervisor. All employees who work on these days shall be paid or granted compensatory time at the straight rate.

Other Emergency School Closings

When school is closed for other emergency school closings, no employee shall be expected to work, except as long as needed to work to meet deadlines as directed by the employee's supervisor. All employees who work on these days shall be paid at the rate of one and one-half (1 1/2) times.

2. Clerical

Clerical employees who are required to work on snow days are expected to be at work by 9:00 a.m. or as soon thereafter as conditions permit, and shall remain until 3:00 p.m., if conditions permit. Such employees shall be credited hours of overtime for payment or compensatory time at the straight time rate in addition to the regular day's pay. Every attempt will be made to seek volunteers to work on snow days. In the event no clerical employee volunteers, assignments shall be made on a rotating basis.

Other Emergency School Closings

Clerical employees who are required to work on emergency school closing days are expected to be at work by 9:00 a.m. or as soon thereafter as conditions permit, and shall remain until 3:00 p.m., if conditions permit. Such employees shall be paid at the rate of one and one-half (1 1/2) times the hours worked, in addition to the regular day's pay.

3. Delayed Openings

When school is delayed for emergency reasons such as snow days, the employees will be expected to work at the normal time, unless otherwise directed by the Supervisor, except the work category Aides, who normally begin work during a delay period will have their starting time extended by the length of the delay.

C. Compensatory Time

When employees are required to work beyond their normal schedule, they will be paid straight time for hours up to and including forty (40) hours in a given workweek. Time worked beyond forty (40) hours in a given workweek will be paid at the rate of time and one-half (1 1/2) their hourly rate or they shall be granted compensatory time off (to be arranged with the supervisor) at the rate of time and one-half (1 1/2) times the extra hours worked. Overtime work shall be apportioned on a rotating basis from a list established in each department, except when particular expertise is required. When employees are required to work overtime on a holiday or their vacation period, they shall be paid at the rate of two (2) times their hourly rate.

1. There shall be a maximum of sixty-four (64) hours which may be worked as overtime for compensatory time, resulting in a maximum of ninety-six (96) hours of compensatory time to be earned per year.
2. For the purpose of calculating compensatory time, the term "year" shall refer to the Contract year, July 1 to June 30.
3. Compensatory time off must be arranged with the immediate supervisor and allowed within a reasonable time provided, however, that a sufficient number of employees are available to enable the orderly and efficient completion of scheduled work.
4. Compensatory time usage shall be limited to a maximum of five (5) days in a given month or five (5) days in succession with at least a fifteen (15) day period before additional compensatory time is granted.
5. The District will pay to the employee, his/her compensatory time accumulation through the normal payroll procedure upon written request by the employee, but this payment may be requested only once per school year.
6. All accrued compensatory time remaining at the conclusion of a Contract year shall be paid in the last payroll period of the Contract year at one and one-half (1 1/2) times the employee's prevailing hourly rate. Unit members leaving employment at other times than the conclusion of a Contract year shall receive payment for unused compensatory time with their last paycheck.

- D. An employee shall give two (2) weeks notice of termination of employment. The employer shall give the employee two (2) weeks notice of termination of employment.
- E. When a non-teaching vacancy or new position occurs within the school system, notice will be posted. The position will be filled by the most qualified applicant.
- F. When an employee is promoted from one title listed in Salaries and Working Conditions to another listed title, he/she shall receive the pay differential between the two (2) minimums.
- G. Unit members assigned to fill in for absent employees in higher job titles within the same work category for a period of more than five (5) work days shall be paid a prorated hourly differential based upon the differential between the two (2) minimums, retroactive to the first day of such assignment.
- H. If a full-time employee in the Civil Service classification of non-competitive or labor is excessed, laid off, furloughed for reasons other than cause, said individual(s), shall be placed on a recall list by title. As a job opens in a title, the individual most recently laid off will be recalled first. When a person refuses the recall, he/she will be removed from the recall list. The individual will remain on the recall list for a maximum period of two (2) calendar years.

Full-time employees with positive evaluations who have been laid off due to normal program or fiscal adjustments will be entitled to the following:

- a. If they return within a two-year window from their date of departure, they will return at the same salary (or the higher minimum salary based upon current contract language). Also, accumulated sick days will be recovered. The employee will be reinstated with their previous health insurance package or the package which is available (i.e. the District changed the overall plan).
 - b. Additionally, if possible, the District will make an effort to notify 1:1 teacher aides of placement changes or layoffs prior to June 1st. Subsequent changes may be necessary.
- I. Payroll Deduction
 - 1. The Chief School Officer agrees to withhold Chenango-Delaware-Otsego Federal Credit Union and Sidney Federal Credit Union deductions for those employees who wish to participate and up to two (2) local banks.
 - 2. The District has implemented an IRS 125 Plan. The District will pay the setup fees with the participating employees paying the monthly administrative fees.
 - J. Employees not normally compensated during the period of Summer in-service courses at BOCES or at WCS will be paid their normal hourly rate.

K. Employees who work on a Sunday will be compensated at a rate equivalent to two times their normal hourly rate.

L. Longevity

Employees who have completed their ninth (9th) consecutive year of employment through their fifteenth (15th) consecutive year will receive an annual stipend of two hundred dollars (\$200). Employees who have completed their sixteenth (16th) consecutive year of employment through their twentieth (20th) consecutive year will receive an annual stipend of three hundred fifty dollars (\$350). Employees who have completed their twenty-first (21st) consecutive year of employment will receive an annual stipend of five hundred dollars (\$500). Employees will begin receiving compensation in the first pay period in July following the employee's completion of nine consecutive years. The longevity bonus is not added to base salary, will be prorated for part-time employees, and will be paid in a separate check..

ARTICLE IV - LEAVES OF ABSENCE WITH PAY

A. Sick Leave

1. Ten (10) month employees shall be credited thirteen (13) leave days per year for personal and family illness. Twelve (12) month employees shall be credited fifteen (15) such days.

a. Unused leave days granted under this provision may accumulate to one hundred ninety-five (195) days for ten (10) month employees and two hundred fifteen (215) days for twelve (12) month employees. An employee may take the thirteen (13) or fifteen (15) annual days above as family sick leave. An employee may take a maximum of twenty-five (25) days of accumulated sick time per school year for family sick leave.

b. Days for personal and family illness shall be credited at the beginning of the work year. However, in the event that an employee terminates employment prior to the end of the work year, these days shall be prorated.

c. Sick leave will be taken in minimum units of one (1) hour.

d. An employee moving from a regular schedule of less hours to a regular schedule of more hours, shall be credited with the prorated amount of accumulated sick time.

2. Family, for purposes of the above benefit, shall be interpreted to include spouse, mother, father, child or other relative, who resides in the employee's home and requires the care and attention of the employee. This provision may be expanded at the discretion of the Chief School Officer. Additionally, up to five (5) days of family

leave may be used to care for one (1) designated individual not covered above. This individual must be designated, in writing, by September 10th of every school year. For employees hired after September 1st of any school year, such designation must be made within seven (7) days of his/her start date. This additional benefit cannot be used to extend a vacation.

3. At the time of retirement, payment for unused sick days will be made at the rate of twenty-five dollars (\$25) for each unused sick day to a maximum of two hundred fifteen (215) days for twelve (12) month employees and one hundred ninety-five (195) days for ten (10) month employees.

The employee may have the option of taking the payment as a lump sum or having it placed in an account for the purpose of applying it toward medical insurance payments. In the event of death, the remaining amount will be paid to the employee's estate.

The employee must have been a full-time employee of the Walton Central School District a minimum of ten (10) years immediately preceding retirement date.

- a. A full-time employee is defined as an employee who works a regular schedule, whether it be one, two, three, four, five, six, seven or eight hours a day, so long as it is for a fixed period of time such as the school year, the calendar year or any other fixed period agreed to at the time of hiring.
 - b. The full dollar amount allocated shall be payable to employees who work a regular schedule of seven (7) or eight (8) hours. Any full-time employee working a regular schedule of less than seven (7) or eight (8) hours, shall have the dollar amount prorated to their hours worked.
 - c. A regular full-time employee who has ten (10) years of service and dies, while in service, shall have his/her estate credited with the retirement payment earned as above.
4. Any twelve (12) month employee who maintains a minimum of one hundred seventy (170) accumulated sick days throughout the year will receive an additional one hundred fifty dollars (\$150). Any ten (10) month employee who maintains a minimum of one hundred fifty-three (153) accumulated sick days throughout the year will receive an additional one hundred twenty-five dollars (\$125).

5. Workers' Compensation

An employee absent on Worker's Compensation Disability may elect, in writing, to use any accumulated sick leave. The Workers' Compensation daily disability payments will then be assigned to the District and the employee will, in turn, have accumulated sick leave replenished by the ratio of the amount of daily disability to

the amount of regular daily pay. The employee will have only the amount of sick leave actually taken for such disability replenished and any excess moneys will be returned to the employee.

6. Sick Leave Bank

- a. A Sick Leave Bank will be established by the parties.
- b. Employees may donate all unused annual sick days that each employee will not have added to his/her accumulation, either one hundred eighty (180) or two hundred (200) days above, to the Sick Leave Bank, provided the Bank is not at its maximum accumulation.

B. Personal Leave

1. Non-accumulative personal leave, with pay, will be granted non-teaching personnel as follows:

Twelve (12) month employees	five (5) days per year
Ten (10) month employees	four (4) days per year

2. The written request shall be submitted twenty-four (24) hours in advance. In emergency situations, the Chief School Officer or his/her designee may, at his/her discretion, waive the notice requirement.

3. New employees hired after July 1, each year of the Agreement, will receive a prorated amount of personal leave as follows:

July 1 - September 31	four (4) days
October 1 - December 31	three (3) days
January 1 - March 31	two (2) days
April 1 - June 30	one (1) day

4. Employees may take the days as long as they do not extend a vacation or holiday.
5. Unused personal days will be credited to sick leave accumulation annually.
6. Personal leave will be taken in minimum amounts of one (1) hour.
7. The day preceding or following a vacation or holiday will not be taken as a personal day except as noted below.

For each vacation or holiday, up to two (2) employees from the Aides or Cafeteria groups shall be allowed to use one (1) personal day immediately preceding said vacation or holiday. In addition, two (2) employees shall be allowed to use one (1)

Personal Day immediately following said vacation or holiday. No employee shall be allowed to use more than one (1) such personal day each school year. These personal days must be used from the two (2) days referenced in paragraph 4. above. Requests for days from the use of this procedure may not be used in conjunction with the use of other leave time, either paid or unpaid.

Written requests to use the day preceding or following a vacation or holiday cannot be submitted more than 45 calendar days in advance of the requested use day, nor less than 21 calendar days in advance of the requested use day. (Requests received with less than 21 days notice in advance of the requested use day will not be considered.) The written requests are to be submitted to the Chief School Officer or his/her designee.

If more than two (2) employees submit a written request for a particular day, the two (2) allowed requests will be determined by means of a lottery held approximately three (3) weeks before the actual date. The lottery shall not be subject to the Grievance Procedure.

Summer recess is considered as one (1) holiday for the purposes of this section.

C. Bereavement Leave

1. All employees shall be entitled to a maximum of three (3) days bereavement leave for each instance of death in the immediate family. The leave shall commence not later than the second scheduled work day succeeding the death. The actual scheduled leave may be modified at the discretion of the Chief School Officer or his/her designee.
2. Immediate family, for purposes of this Article, shall be interpreted to include the employee's parent, grandparent, grandchild, brother, sister, child, spouse or parent-in-law.
3. Up to two (2) days, or any portion thereof may be granted to attend the funeral of a relative not listed above, at the discretion of the Chief School Officer.

D. Vacation

1. The following vacation schedule shall apply to all full-time employees working twelve (12) months. The number of week(s) of vacation shall be determined based on the anniversary date of employment.

After one (1) year	one (1) week
After two (2) through five (5) years	two (2) weeks
After six (6) through twelve (12) years	three (3) weeks
After thirteen (13) years and over	four (4) weeks

One week of vacation will be available upon the completion of one year of service. Thereafter, vacation time will be credited on each July 1st. The July 1st allotment will be the amount of vacation time earned during the previous school year. Example: If the employee completes five years from the actual date of their appointment, on the subsequent July 1 the employee will receive three weeks. The exception to this will be on the first July that vacation time is earned (the July after the first anniversary). The employee will receive a prorated vacation amount according to the following schedule:

<u>Month of Anniversary</u>	<u>Vacation Days</u>
July-August	5
September-October	4
November-December	3.5
January-February	2.5
March-April	1.5
May-June	1

For calculating June 30 retirement benefits only, the following will apply:

- a. Actual time on payroll from the date of appointment until the actual date of retirement will be credited. This calculation only applies to those retiring employees who were scheduled the next day (July 1) to receive an additional week of vacation.
 - b. The retiring employee will not be required to work on July 1 to receive the additional week.
2. Vacations shall be arranged with the supervisor so that a minimum number of employees are on vacation at one time and to enable the orderly and efficient completion of scheduled work.
 3. Employees may use vacation in minimum units of one (1) day except employees may use two (2) vacation days per year in minimum units of one-half (1/2) day.
 4. In cases of emergency only will an employee be called to work during a period of approved vacation.
 5. Employees may carry one (1) week of vacation time into the next school year.

E. Paid Holidays

1. It is agreed that the non-teaching employees will be granted the following paid holidays; at the time such days are observed by the District:

New Year's Day
Martin Luther King, Jr.'s Birthday
Washington's or Lincoln's Birthdays
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Thanksgiving Friday
Christmas Day

The day before or after Christmas shall be designated when the school calendar is published.

2. Holidays falling on Saturday or Sunday may be observed on the preceding Friday or succeeding Monday, provided school is not in session on the selected day.
3. Other days may be granted at the discretion of the Chief School Officer provided school is not in session. An example might be an extra day when a holiday is on Tuesday or Thursday.

F. Emergency Leave

Emergency leave will be granted only for a true emergency, at the discretion of the Chief School Officer.

ARTICLE V - LEAVES OF ABSENCE WITHOUT PAY

- A. An application for an unpaid leave of absence of up to one (1) year may be made by an employee to the Board of Education. The application shall state the reason for the requested leave and the duration thereof. The Board of Education shall have the authority to either grant or deny said leave.
- B. If an employee on such leave wishes to voluntarily return to work before the expiration date for said leave, he/she may do so with the approval of the Superintendent of Schools.
- C. An employee granted a leave of absence without pay shall be covered by the following:
 1. Should the leave of absence exceed thirty (30) calendar days, the employee shall pay the entire group health and dental insurance premiums on a timely monthly basis if he/she chooses to continue coverage.

2. Vacation, sick and personal leave shall cease to accrue from the date of the beginning of the leave.
3. Upon return from a leave of absence the days shall accrue as follows:

Sick Leave and Personal Leave -

$$\frac{\text{Number of months remaining in school year}}{\text{Individual's work year (10 or 12)}} \times \text{annual allotment (13 or 15)}$$

This product shall be rounded to the nearest hour.

Vacation -

Vacation from previous year is not affected.

If an employee returns on July 1, he/she will have earned the following vacation days: (Note: Vacation days for this unit are based on the employee's anniversary date. In the following examples, July 1 is an illustrative anniversary date.)

$$\frac{\text{Number of months worked in previous year}}{12} \times \text{annual allotment}$$

This product shall be rounded to the nearest half (1/2) day.

Example 1-Leave of absence February 1 to June 30

$$\frac{7 \text{ (months worked)}}{12} \times \text{annual allotment (rounded)}$$

Example 2-Leave of absence December 1 to December 1, then following July the employee would receive

$$\frac{5 \text{ (months)}}{12} \times \text{annual allotment (rounded)}$$

Then on following July

$$\frac{7 \text{ (months rounded December 1 to June 30)}}{12} \times \text{annual allotment (rounded)}$$

Example 3-Leave of absence from January 1 to April 1

$$\frac{9 \text{ (months worked)}}{12} \times \text{annual allotment (rounded)}$$

ARTICLE VI - INSURANCE

A. Health Insurance

1. The Board of Education will pay ninety percent (90%) of individual or family coverage for the Blue Cross/Blue Shield Plan administered by the Broome-Tioga Health Insurance Consortium for each non-teaching employee voluntarily electing to participate therein.

The drug co-pay will be ten dollars (\$10) for brand name and five dollars (\$5) for generic drugs. The health insurance deductible will be one hundred dollars/three hundred dollars (\$100/\$300).

- a. For employees beginning their employment after July 1, 1996, the Board of Education will pay eighty-five percent (85%) of individual or family coverage for the Blue Cross/Blue Shield Plans administered by the Broome-Tioga Health Insurance Consortium for each non-teaching employee voluntarily electing to participate therein.
2. At the option of the employee, the Board of Education will pay ninety percent (90%) of individual or family coverage for Regionwide Option 1 with drug charges included in major medical. The health insurance deductible will be one hundred dollars/three hundred dollars (\$100/\$300).
3. At the option of the employee, the Board of Education will pay ninety percent (90%) of individual or family coverage for Blue PPO-Plan H.
4. Beginning July 1, 2008, the Board of Education will pay 90% of individual or family coverage under PPO Plan H for all new employees for the first three years of employment. With the successful completion of three (3) years of employment with the District, the employee will be continued in the Blue PPO-Plan H (3 above) unless he/she chooses either 1. or 2. above, and at the rates included in 1, and 2.
5. The District may choose a reliable new carrier provided that such a new plan does not substantially change benefits currently received. Before any new health insurance plan is adopted by the District, the Walton Educational Support Personnel Association will review the new plan and advise the District within thirty (30) school days if it finds substantial deficiencies.
6. Each employee shall have the option of taking part in the Mail Order Prescription Program offered by the District. The drug co-pay charge shall be eight dollars (\$8) for brand name drugs and two dollars (\$2) for generic drugs.

7. To qualify for the health insurance benefit an employee must work at least thirty (30) hours per week or earn at least sixty percent (60%) of the beginning full-time salary rate.

B. Dental Insurance

1. The District agrees to pay one hundred percent (100%) of the Blue Shield Prime Blue Dental Plan (100% Class I, II and 80% Class III, IV) with Student Rider to age twenty-five (25) for individual employees; or fifty percent (50%) of the Prime Blue Dental Plan (100% Class I, II and 80% Class III, IV) family plan with Student Rider to age twenty-five (25).

C. Vision Insurance

1. The District agrees to pay one hundred percent (100%) of the Blue Cross/Blue Shield Focus Vision Care for individuals or fifty percent (50%) for the family plan.

ARTICLE VII - HEALTH INSURANCE COMPENSATION

- A.** Employees, who are subscribers to health insurance, will be allowed to either reduce or eliminate the health insurance coverage in which they were enrolled effective December 1, 1995. For those employees opting for the health insurance reduction or elimination at some other time than the initial enrollment period or the beginning of the school year, the effective date of the implementation will be coincident with the health insurance re-opening period(s). Dependents of subscribers who are employees cannot subscribe to health insurance in order to allow current subscribers to obtain the reimbursement listed below. New employees hired after December 1, 1995, will be allowed to either reduce or eliminate the health insurance coverage for which they would have been eligible when hired. Eligibility for participation in the reimbursement plan will change only when the employee's status changes to qualify him/her for a Family Plan. The reimbursement will equal the following (prorated for periods less than one (1) school year):

Prior to withdrawal from the District's Health Plan, an employee must furnish proof of alternative insurance.

1. An employee eligible for a Family Plan who drops insurance coverage will be paid one thousand two hundred dollars (\$1,200).
2. An employee eligible for a Family Plan who reduces insurance coverage from a Family Plan to an Individual Plan will be paid seven hundred fifteen dollars (\$715).
3. An employee eligible for an Individual Plan who drops insurance coverage will be paid four hundred eighty-five dollars (\$485).

The employee will be paid the appropriate amount at the end of each school year. The employee will have the right to return to the coverage of the Plan in one or the other of the following situations:

1. At any time wherein the status of the employee and/or his/her family situation changes, e.g. divorce; birth; death; loss of insurance.
2. Any employee who reduces or drops his/her insurance shall have the right to enroll in the District's Health Plan, regardless of any pre-existing conditions. If the Health Insurance Plan allows enrollment at a time other than the open enrollment period, said employee shall have the option of exercising that right.

This Agreement in no way diminishes a person's ability to maintain health insurance at retirement should said coverage be available.

Effective December 1, 1995, there cannot be duplicate District coverage of any employee in Health Insurance.

The purpose of this clause is to save the District money. An employee in a unit cannot benefit from this clause by someone in another unit dropping the insurance or subscribing to the insurance.

The provision of Section A will apply on a prorated basis.

ARTICLE VIII - GRIEVANCE PROCEDURE

- A. It is the intent of this Article to provide for the orderly settlement of differences of opinion or grievances at the earliest possible Stage in a fair and equitable manner. An employee shall have the right to present grievances in accordance with the following procedures, free from coercion, interference, restraint, discrimination or reprisal.
- B. He/She shall have the right to be represented at any Stage of the procedure by a person or persons of his/her own choice. All hearings shall be confidential and only the final decision shall be recorded for public information.
- C. Steps
 1. Step 1

An employee is to report any grievance immediately to the immediate supervisor either orally or in writing. The supervisor is to render an opinion, explanation or solution as soon as possible in regards to the grievance and in no case shall the opinion, explanation or solution be delayed more than one (1) school day/working day. The immediate supervisor is to be determined as follows:

Work Category

Immediate Supervisor

Custodial Employee
Garage Employee
Cafeteria Employee
School Aide
Clerical Employee

Head Custodian
Transportation Supervisor
School Lunch Manager
Building Principal
Building Principal

2. Step 2

If the problem is still unsolved, the written grievance shall be submitted to the Chief School Officer or his/her designee, who is to render an opinion, explanation or solution within three (3) school days/working days.

3. Step 3

If the solution has not been arrived at, the written grievance shall be presented within ten (10) school days/working days to the Board of Education. The Board of Education will schedule a presentation to be heard at the next regularly scheduled Board meeting, provided notice has been received one (1) week before the meeting. The Board shall render a decision within ten (10) school days/working days after the presentation.

ARTICLE IX - ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. Dues

Association dues shall continue to be deducted from the wages of unit members who authorize same, and all such moneys shall be forwarded to the Association. The Association shall notify the District by August 1 of each year as to the amounts to be deducted for the current school year.

B. The Association will be provided with copies of Board Personnel policies and Rules and Regulations and copies of any changes in or amendments thereto.

C. Employees who work beyond the regular work days shall be entitled to attend a maximum of three (3) Association meetings annually, to a maximum of two (2) hours per meeting, provided the entire shift is worked and provided such attendance does not interfere with the normal operation of the schools, with no loss in pay. The employees so involved shall give forty-eight (48) hours notice of such meetings to the immediate supervisor.

D. The President of the Association or his/her designee shall be entitled to one (1) working day per year for the purpose of attending the Delegate Assembly of NYSUT, or attending to

other business of the Association. The cost of a substitute, if required, shall be paid by the Association.

- E. The Board of Education will send the Association President a copy of the official minutes of the Board of Education meetings.

ARTICLE X - MISCELLANEOUS PROVISIONS

- A. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- B. Because of the special nature of the public education process, it is recognized that matters may from time to time arise of vital mutual concern to the parties. It is in the public interest that the opportunity for mutual discussion of such matters be provided. The parties accordingly agree to cooperate in arranging meetings, selecting representatives for discussions, in furnishing necessary information and otherwise constructively considering and resolving, if possible, such matters.
- C. If any provision of this Agreement or any application of the Agreement to any non-teaching employee or group of non-teaching employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. The personnel file of non-teaching employees will be open for inspection by the individual employee upon request. No derogatory materials will be placed in the employee's personnel file unless the employee has been informed of such.
- E. If an employee's child is accepted as a non-resident student, the child will be allowed to attend the District tuition free.

ARTICLE XI - COVERALLS/UNIFORMS

- A. The Chief School Officer will provide for the purchase of the following:

- 1. Coveralls

Two (2) pair each year for the bus driver/mechanics.

2. Uniforms

Three (3) pair each year for the custodial personnel or Custodial Worker/Bus Drivers assigned to the Bus Garage. Part-time personnel working less than twenty hours/week will be entitled to two (2) pair each.

3. Aprons

Sixty-five dollars (\$65) maximum allowance for cafeteria personnel.

- B. Building Maintenance Mechanics who furnish their own tools shall be eligible for a tool replacement allowance of one hundred dollars (\$100) per year.
- C. Custodial uniforms, cafeteria aprons and garage coveralls/uniforms will be inspected by the department head in July of each year. If, in the joint opinion of the employee and the department head, existing uniforms do not need replacement, the money normally paid for replacement of same will be paid to the employee to purchase shoes or other relative work clothing.
- D. Reimbursement to the employee for the above shall be made upon the submission of a receipt. Payment shall be in the next regular bill schedule.

ARTICLE XII - EARLY RETIREMENT INCENTIVE

An early retirement incentive is available to employees with at least ten (10) years full-time service to the District, subject to the following conditions:

- A. The employee must retire at the end of the school year during which he/she first becomes eligible for a non-reduced retirement benefit under the New York State Employees' Retirement System.
- B. The employee must notify the Chief School Officer of his/her election to exercise the early retirement incentive option in writing. Notice of retirement must be made six (6) months prior to the effective date of retirement. Payment will be made no later than September 30 of the following school year.
- C. The incentive shall be as follows:
 - 1. A cash payment of eighteen percent (18%) of his/her current base salary.
 - 2. Twenty-five dollars (\$25) will be paid for each unused sick leave day up to two hundred fifteen (215) days for 12 month employees and one hundred ninety-five (195) for 10 month employees..

3. The maximum total combination of Section 1 and Section 2 shall be nine thousand seven hundred dollars (\$9,700).

D. Payment for this incentive cannot be compounded with the payment for sick leave upon retirement under Article IV - Leaves of Absence with Pay, Section A.3.

ARTICLE XIII - JOB RELATED TRAINING AND EDUCATION

A. When job related training is approved by the Chief School Officer or his/her designee, registration and required materials will be paid for by the District.

B. Employees who are directed by the Chief School Officer or his/her designee to attend job related training during regular work hours shall be released from their regular work responsibilities with no loss of pay or accrued leave time.

C. Courses approved in advance by the Chief School Officer will be reimbursed tuition or registration upon presentation of passing the course.

ARTICLE XIV - SECTION 204-A OF ARTICLE 14 OF THE CIVIL SERVICE LAW

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

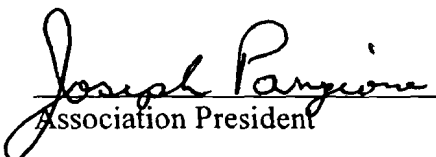
ARTICLE XV - DURATION OF AGREEMENT

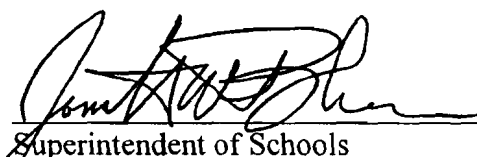
This Agreement shall be effective as of July 1, 2007, and shall remain in full force and effect through June 30, 2011. Both Parties agree that all negotiable items have been considered and discussed during the negotiations leading to this Agreement and hereby agree that negotiations will not be reopened on any item whether contained herein or not during the term of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives this 9th day of May, 2008.

For the
Walton Educational Support
Personnel Association

For the
Walton Central School District

 5/9/08
Association President

 5/9/08
Superintendent of Schools

SALARIES AND WORKING CONDITIONS - AIDES

1. Current Employees (Ten [10] Month)

2007-08	4.75%
2008-09	4.75%
2009-10	4.5%
2010-11	4.25%

2. New Employees (Ten [10] Month)

<u>Aides</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Beginning Library Clerk	\$14,821	\$15,377	\$15,915	\$16,432
Beginning Aide or AV Aide	13,188	13,683	14,162	14,622
Beginning Bus or School Monitor	12,382	12,846	13,296	13,728

3. One hundred eighty-two (182) days - September through June. All days worked beyond one hundred eighty-two (182) shall be paid at 1/182 times the annual salary.
4. Regular workweek - full-time - thirty-five (35) hours.
5. Seven (7) hours per day including one-half (1/2) hour for lunch.
6. Building principals will make work assignments.
7. Salaries of aides working a regular schedule of less than the regular workweek, other than temporary employees, shall be prorated.
8. Aides who are assigned as substitute teachers will have the following stipends added to their compensation:

Fifteen dollars (\$15) for one-half (1/2) day (minimum two [2] hours to three and one-half [3 1/2] hours).

Twenty-five dollars (\$25) for full days (over three and one-half [3 1/2] hours to seven [7] hours).

SALARIES AND WORKING CONDITIONS - CAFETERIA PERSONNEL

1. Current Employees (Ten [10] Month)

2007-08	4.75%
2008-09	4.75%
2009-10	4.5%
2010-11	4.25%

2. New Employees (Ten [10] Month)

<u>Cafeteria Personnel</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Beginning Head Cook	\$14,569	\$15,115	\$15,644	\$16,152
Beginning Cook	12,558	13,029	13,485	13,923
Beginning Cashier	11,081	11,497	11,899	12,286
Beginning Food Service Helper	9,620	9,981	10,330	10,666

3. Hours of Work

The workweek of regular full-time cafeteria employees shall be thirty-five (35) hours in length, seven (7) hours each day (including one-half (1/2) hour for lunch). The workweek of the Head Cook shall be forty (40) hours in length, eight (8) hours each day (including one-half (1/2) hour for lunch). Salaries of Cafeteria Personnel working a regular schedule of less than the regular workweek, other than temporary employees shall be prorated. Cafeteria employees shall not be expected to work on days when school is not in session, except for those days in September prior to the opening of school and those days in June until inventory and clean-up are completed to the satisfaction of the School Lunch Manager.

4. Overtime

Overtime shall be paid at the rate of time and one-half the regular hourly rate for work performed after forty (40) hours per week, or after 6:00 p.m. and on Saturdays and Sundays.

5. When a substitute is required, employees working less than regular full-time hours will be requested to fill in for absent employees at their regular hourly rate. In no event will a substitute fill in for absent unit members until all available unit members have had the option of working after contact has been attempted by the School Lunch Manager.

6. Certification

A one hundred dollar (\$100) annual stipend (prorated for less than one [1] year) will be paid to employees who become and maintain certification through the New York State School Food Service Association (NYSSFSA). Proof of certification is required before payment is made. Loss of certification will result in loss of payment. The actual training time, costs, etc., will be covered by Article XIII - Job Related Training and Education of this Agreement.

7. When a cafeteria employee is assigned the job of Head Cook for a minimum of a seven (7) hour shift, a ten dollar (\$10) stipend per day will be added to that person's wages for each day assigned.

SALARIES AND WORKING CONDITIONS - CLERICAL PERSONNEL

1. Current Employees (Twelve [12] Month)

2007-08	4.75%
2008-09	4.75%
2009-10	4.5%
2010-11	4.25%

2. New Employees (Twelve [12] Month)

<u>Clerical Personnel</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Beginning Comp. Tech. Asst.	\$24,020	\$24,921	\$25,793	\$26,631
Beginning Senior Typist	21,923	22,745	23,541	24,306
Beginning Typist	19,858	20,603	21,324	22,017
Beginning Clerk	17,793	18,460	19,106	19,727

- 3. Usually the regular workweek will be thirty-seven and one-half (37 1/2) hours per week (seven and one-half [7 1/2] hours per day) except during student vacation periods in excess of two (2) days. During student vacation periods in excess of two (2) days, employees will work seven (7) hours per day beginning on the second day of the vacation period. A weekend is not considered in the calculation of a student vacation period.**

SALARIES AND WORKING CONDITIONS - CUSTODIAL PERSONNEL

1. Current Employees (Twelve [12] Month)

2007-08	4.75%
2008-09	4.75%
2009-10	4.5%
2010-11	4.25%

2. New Employees (Twelve [12] Month)

<u>Custodial Personnel</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Beginning Bldg. Maint. Mech./Bus	\$26,653	\$27,652	\$28,620	\$29,550
Beginning Bldg. Maint. Mech.	24,894	25,828	26,732	27,601
Beginning Asst. Bldg. Maint. Mech.	22,185	23,017	23,823	24,597
Beginning Custodial Worker/Bus	21,098	21,889	22,655	23,391
Beginning Custodial Worker	19,467	20,197	20,904	21,583
Beginning Cleaner	17,037	17,676	18,295	18,890

3. Overtime will be offered to regular full-time employees.
4. Hours for twelve (12) month employees shall be seven and one-half (7 1/2) hours per day beginning with the Monday following June graduation and ending with the last working day before school starts in September.
5. Except as specified in #4, the work hours for regular twelve (12) month employees will be forty (40) hours per week and eight (8) hours per day.
6. Employees working a second shift, with the major portion of the shift after 3:00 p.m., or on a Saturday as part of a regular forty (40) hour workweek, and employees working a third shift, with the major portion of the shift after 10 p.m., or on a Sunday as part of a regular forty (40) hour workweek, shall receive a sixty-three cents (\$.63) per hour differential.
7. Custodians who are selected by the District each school year to conduct activities that will result in the disturbance of asbestos containing materials (ACM) shall receive an annual stipend of three hundred fifty dollars (\$350). Employees selected for less than a twelve (12) month period will receive a prorated amount.
8. Salaries of custodians working a regular schedule of less than the regular workweek, other than temporary employees, shall be prorated.
9. When a custodian is assigned the job of the Head Custodian for a minimum of an eight (8) hour shift, a five dollar (\$5) stipend per day will be added to that person's wages for each day so assigned.

10. For those in the above who are assigned to drive bus:
 - a. Reimburse the difference between the Class B and the Class 5 licensing charge.
 - b. Pay for fingerprinting.
 - c. For new unlicensed drivers, the District will pay once to:
 1. Reimburse the ten dollar (\$10) exam fee plus the cost of appropriate riders after successful completion of the written test(s); and
 2. Reimburse the cost of the road test (if required) after successful completion of the test.

SALARIES AND WORKING CONDITIONS - TRANSPORTATION/GARAGE PERSONNEL

1. Current Employees (Twelve [12] Month)

2007-08	4.75%
2008-09	4.75%
2009-10	4.5%
2010-11	4.25%

2. New Employees (Twelve [12] Month)

<u>Trans./Garage Personnel</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
Beginning Auto Mechanic/Bus	\$23,864	\$24,759	\$25,626	\$26,459
Beginning Bus/Custodial Worker	21,098	21,889	22,655	23,391

3. Hours for twelve (12) month employees shall be seven and one-half (7 1/2) hours per day beginning the last full week of June when school is not in session and ending the last working day before school starts in September.

4. Except as specified in #3, the work hours for regular twelve (12) month employees will be forty (40) hours per week and eight (8) hours per day.

5. BOCES run drivers shall be paid an additional two hundred fifteen dollars (\$215) per year.

6. Garage personnel shall be eligible for extra trips.

7. Training fees

a. Reimburse the difference between the Class B and the Class 5 licensing charge.

b. Pay for fingerprinting.

c. For new unlicensed drivers, the District will pay once to:

1. Reimburse the ten dollar (\$10) exam fee plus the cost of appropriate riders after successful completion of the written test(s); and
2. Reimburse the cost of the road test (if required) after successful completion of the test.

